



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____ 2024, by and between _____ ("Company") and Continental Utility Solutions, Inc. ("CUSI").

WHEREAS, the Company desires to obtain implementation, training services, or transition services in connection with its procurement of CUSI software; and

WHEREAS, CUSI is ready, willing and able to furnish such services, described in the Sales Agreement between the parties and any additional statement of work included as Exhibit A (the "Services"), which is attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PROVISION OF SERVICES

CUSI agrees to provide Services to Company in accordance with the terms and conditions of this Agreement. In the performance of all Services under this Agreement, CUSI agrees to exercise the same degree of professional care, skill, efficiency, and judgment ordinarily used by CUSI providing similar professional services.

2. SCOPE OF WORK

This Agreement's scope pertains only to the Services. The use of CUSI software is governed by the terms and conditions of the Software License Agreement, including any Exhibits and Addenda attached thereto. In the event of any inconsistency between this Agreement the Sales Agreement or the Software License Agreement, this Agreement shall govern.

3. SCHEDULE

CUSI shall begin work within fifteen (15) days of execution and delivery of this Agreement and shall continue work until the Services are completed or until this Agreement is otherwise terminated.

4. COMPENSATION

The total cost of the services is set forth in Exhibit A. The total cost shall include all labor, materials, taxes, insurance, subcontractor costs, overhead and profit, and all other costs, and expense, with the exception of travel expenses for the Services, incurred by CUSI. All travel expenses shall be preapproved in writing by the Company and shall only include actual costs. Any additional services will be rendered only on the Company's prior written authorization and upon agreement upon the price of such additional services.

5. MANNER OF PAYMENT

Company shall compensate CUSI in full for the Services. CUSI shall submit invoices detailing the Services performed, who performed the Services and the travel related costs. Approved invoices shall be paid within fifteen (15) days of receipt by the Company.

6. ASSIGNMENT

Neither CUSI nor Company shall assign any of their obligations under the Agreement without the prior written consent of the other party.

7. CHANGES

Company may request in writing changes in the scope of work and services described in this Agreement at any time following reasonable notice of not less than ten (10) days. CUSI will provide to Company in writing, within ten (10) days, a proposal on any changes to the total cost of the Services and the parties shall agree upon the change in scope or the total cost of Services. Such changes in the Agreement and the changes in the cost of such Services shall be expressed in a written addendum to this Agreement prior to the changes taking effect.

8. INDEMNIFICATION

CUSI shall indemnify, defend and hold harmless Company, and its directors, officers, agents and employees against any and all suits, claims, actions, damages, liabilities, costs and expenses for any personal injury or property damage that is caused by the negligence, recklessness, or willful misconduct of CUSI, its directors, officers, employees, subcontractors, or agents in the performance of the Services under this Agreement. This duty to indemnify includes, but is not limited to, any proceedings, actions, claims, and penalties arising out of such negligence, recklessness, or willful misconduct.

Company shall indemnify, defend and hold harmless CUSI, and its directors, officers, agents and employees against any and all suits, claims, actions, damages, liabilities, costs and expenses for any personal injury, property damage or intellectual property infringement that is caused by the negligence, recklessness, or willful misconduct of Company, its directors, officers, employees, subcontractors, or agents arising out of or as a result of this Agreement. This duty to indemnify includes, but is not limited to, any proceedings, actions, claims, and penalties arising out of such negligence, recklessness, or willful misconduct.

9. INSURANCE

A. Workers' Compensation. CUSI shall maintain at all times during the performance of this Agreement Workers'



Compensation Insurance in conformance with the laws of the State of Delaware, and federal laws where applicable.

B. Bodily Injury, Death and Property Damage Liability Insurance. CUSI shall maintain at all times during the performance of this Agreement general liability insurance with a limit for each occurrence of One Million Dollars (\$1,000,000.00) covering CUSI and its directors, officers, employees and agents. Further, CUSI shall maintain automobile liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence.

10. TERMINATION

Company shall have the right to terminate this Agreement at any time by giving written notice to CUSI. Upon receipt of such notice, CUSI shall cease to provide Services. In the event of such termination for any reason, CUSI shall be compensated for the value of the work completed through the date of such termination, plus any reasonable costs and expenses resulting from such termination.

11. CONFIDENTIALITY

The term "Confidential Information" shall mean all information which relates to past, present, and future research, development, and business activities of either party or its subsidiaries or affiliated companies, and any systems, procedures, algorithms, computer programs, data and information which either party's representatives may construct or acquire possession or knowledge of by reason of their services rendered under this Agreement; including, without limitation, "Third Party Proprietary Information," which is hereby defined to include any confidential or proprietary information (including, without limitation, copyrighted matter) of persons, firms, companies and institutions other than the parties ("Third Party Owners") which either party is obligated, under confidentiality or secrecy agreements, to maintain confidential or the use or disclosure of which is governed by licensing, confidentiality or other written agreements between Company, or one of its affiliates, with such Third Party Owners.

"Confidential Information" shall exclude such information previously known to the receiving party or publicly disclosed through no act of the receiving party either prior or subsequent to the disclosing party's disclosures of such information to the receiving party; provided, however, that Third Party Proprietary Information shall at all times be considered to be Confidential Information. Except as the disclosing party may authorize in writing, the receiving party and its employees shall treat and cause to be treated as confidential all Confidential Information, shall limit access to Confidential Information to receiving party's representatives that have a need to know and related supervisory personnel, and shall neither use, nor copy, nor remove any Confidential Information, except at the written direction of the disclosing party and then only to the extent necessary to perform or facilitating the Services hereunder. Upon cancellation or expiration of the Agreement, the parties and its employees shall return to the disclosing party all written, taped, or other descriptive matter, including but not limited to drawings and diagrams, descriptions, and other papers and documents which may contain Confidential Information.

Nothing in this Agreement shall restrict CUSI or its employees from performing work for any other company or from referencing and describing work done hereunder in summary form in resumes, experience and qualification summaries, and general papers.

12. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSI DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL CUSI'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO CUSI BY CUSTOMER FOR THE SERVICES OF THIS AGREEMENT. IN NO EVENT SHALL CUSI BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF WHATEVER KIND AND HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT, EVEN IF CUSI KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13. STATUS

CUSI is and shall be an independent contractor, and the parties shall not be considered to have any legal relationship other than that. Neither CUSI nor Company shall have any right or authority to bind the other party unless expressly set forth in writing signed by the party to be bound.

14. NOTICES

All notices and communications deemed by either party to be necessary or desirable to be given to the other party may be given by personal delivery to the representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to Company: _____

Phone: _____
Facsimile: _____



If to CUSI: E-mail: _____
Continental Utility Solutions, Inc.
P.O. Box 1515
Jonesboro, Arkansas 72403
Attn: Michael F Guerriero
Phone: 870 336 2200
Facsimile: 870 336 2234
E-mail: mguerriero@cusi.com

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. APPLICABLE LAW

This Agreement, its interpretation and all work performed hereunder, shall be governed by the laws of the State of Delaware.

16. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

17. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared by CUSI under this Agreement ("Work Product") shall be the property of CUSI. However, Company shall have a limited, non-sublicensable license to use said Work Product for its own internal business purposes for the term of the Software License Agreement, but shall not have the right to sell, assign, license or otherwise transfer to another except a successor to Company. Company shall have access to and shall receive copies of these materials upon reasonable request as they are being developed.

18. SEVERABILITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

Upon reasonable request by Company and in a manner designed to minimize the disruption to CUSI's business operations, CUSI will permit the authorized representatives of the Company to inspect, audit, make copies and transcriptions of books and all data and records of CUSI relating to its performance under this Agreement.

20. WAIVER

The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement, unless agreed to in writing by both parties.

21. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of the parties with respect to the subject matter contained herein and that it supersedes and merges all prior proposals, understandings, and agreements whether oral or written, between the parties with respect to the subject matter hereof. This agreement may not be modified except by a written instrument duly executed by the parties hereto